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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TRUSTEES OF THE GLAZIERS,
ARCHITECTURAL METAL
AND GLASS WORKERS LOCAL
UNION NO. 27 WELFARE AND
PENSION FUNDS,

Plaintiffs,

v.

JOHN E. COOK, Individually and d/b/a
STOREFRONT SYSTEMS,

Defendants.

07CV6252
JUDGE MAROVICH
MAG. JUDGE DENLOW

Magistrate Judge

FILED
NOV - 5 2007
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MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

COMPLAINT

Plaintiffs, by their attorneys, DONALD D. SCHWARTZ, ROSS B. MANTELL and
ARNOLD AND KADJAN, complain against Defendants, JOHN E. COOK, Individually and
d/b/a STOREFRONT SYSTEMS, as follows:

COUNT 1

1. (a) Jurisdiction of this cause is based on Section 301 of the National Labor
Relations Act, 29 U.S.C. Section 185 (a) as amended.

(b) Jurisdiction of this cause is based upon Section 502 of the Employee
Retirement Security Act of 1974, 29 U.S.C. Section 1132, 1145 ("ERISA"), as amended.

2. Venue is founded pursuant to 29 U.S.C. Section 1132 (e)(2) in this District where
the Funds, as described in Paragraph 3, are administered.

3. (a) The Plaintiffs in this count are the TRUSTEES OF THE GLAZIERS,
ARCHITECTURAL METAL AND GLASS WORKERS LOCAL UNION NO. 27 FRINGE
BENEFIT FUNDS ("the Funds"), and have standing to sue pursuant to 29 U.S.C. Section

1132(d)(1).

(b) The Funds have been established pursuant to collective bargaining agreements previously entered into between the Glaziers Union Fringe Benefit Funds and its affiliated locals (the "Union") and certain employer associations whose employees are covered by the collective bargaining agreement with the Union.

(c) The Funds are maintained and administered in accordance with and pursuant to the provisions of the National Labor Relations Act, as amended, and other applicable state and federal laws and also pursuant to the terms and provisions of the agreements and Declarations of Trust which establish the Funds.

4. (a) Defendants, **JOHN E. COOK, Individually and d/b/a STOREFRONT SYSTEMS ("STOREFRONT")** is authorized to do business in Illinois and is an employer engaged in an industry affecting commerce.

5. Since on or about March 24, 2005, **STOREFRONT** has entered into successive collective bargaining agreements with the Union pursuant to which it is required to pay specified wages and to make periodic contributions to the Funds on behalf of certain of its employees (Exhibit "A").

6. By virtue of certain provisions contained in the collective bargaining agreements, **STOREFRONT** is bound by the Trust Agreement establishing the Funds.

7. Under the terms of the collective bargaining agreements and Trust Agreements to which it is bound, **STOREFRONT** is required to make contributions to the Funds on behalf of their employees and, when given reasonable notice by Plaintiffs or their representatives, to submit all necessary books and records to Plaintiff's accountant for the purpose of determining whether or not it is in compliance with its obligation to contribute to the Funds.

8. Since before March 24, 2005, **STOREFRONT** has admitted, acknowledged and ratified the collective bargaining agreements entered into with the Union by filing periodic report forms with the Funds by making some but not all of the periodic payments to the Funds as required by the collective bargaining agreements.

9. Plaintiffs are advised and believe that for **March 24, 2005 through the present**, **STOREFRONT** has failed to make some of the contributions from time to time required to be paid by it to the Funds pursuant to the terms of the Trust Agreements by which it is bound, all in violation of its contractual obligations and its obligations under applicable state and federal statutes.

WHEREFORE, Plaintiff pray for relief as follows:

A. **STOREFRONT** be ordered to submit to an audit for **March 24, 2005 through the present**.

B. Judgment be entered on any amounts found to be due on the audit.

C. Plaintiffs be awarded their costs herein, including reasonable attorneys' fees and costs incurred in the prosecution of this action, together with liquidated damages in the amount of 20%, all as provided in the applicable agreements and ERISA Section 502(g)(2).

D. **STOREFRONT**, be enjoined from violating the terms of the collective bargaining agreements and Trust Agreements by failing to make timely payments to the Funds and be ordered to resume making those payments.

E. This Court grant Plaintiffs such other and further relief as it may deem appropriate under the circumstances.

Respectfully submitted,

**TRUSTEES OF THE GLAZIERS,
ARCHITECTURAL METAL AND
GLASS WORKERS LOCAL UNION
NO. 27 WELFARE AND
PENSION FUNDS**

By: 

One of their Attorneys

Donald D. Schwartz
Ross B. Mantell
ARNOLD AND KADJAN
19 West Jackson Blvd.
Chicago, Illinois 60604
(312) 236-0415

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Phone 708-443-8008
Fax 708-443-8007



TERENCE FITZMAURICE
BUSINESS MANAGER
SECRETARY-TREASURER

Glaziers, Architectural Metal and Glass Workers Local Union No. 27, Chicago and Vicinity

OF THE
INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO
AFFILIATED WITH PAINTERS DISTRICT COUNCIL NO. 14
MEETS THE 4TH MONDAY OF EACH MONTH, 608 WEST 26TH STREET, BETWEEN
4225 LAWINDALE AVENUE • LYONS, IL 60534

MICHAEL MARRAS
Business Representative
MICHAEL O'DONNELL
Business Representative
MICHAEL COOK
Business Representative
JAMES AUGUSTYN
President
RICHARD CARROLL
Vice-President
MICHAEL OWY
Business Representative
LEONARD WARD
Business Representative

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into by and between GLAZIERS UNION LOCAL NO. 27 of the INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, affiliated with Painters District Council No. 14, hereinafter referred to as the "Union" and, Storefront Systems, 4623 N. Kenilworth Dr., Unit 307, Rolling Meadows, IL (847)268-5812, hereinafter referred to as the "Company", on this 24th day of March 2005.

WITNESSETH:

1. That the aforesaid Company agrees to be bound by the contract entered into between GLAZIERS UNION LOCAL NO. 27, INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, affiliated with PAINTERS DISTRICT COUNCIL NO. 14, and the ASSOCIATION OF GLAZING CONTRACTORS for the same terms as agreed upon between the "Union" and the ASSOCIATION OF GLAZING CONTRACTORS OF CHICAGO AND VICINITY.
2. Any and all terms of the contract between the UNION and the ASSOCIATION OF GLAZING CONTRACTORS are hereby adopted and incorporated into this Memorandum of Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be executed on the day and the place first written above.

GLAZIERS' UNION LOCAL NO. 27,
affiliated with PAINTERS DISTRICT COUNCIL
NO 14, of the INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES, AFL-CIO

Storefront Systems

By: John E Cook
Signature
John E Cook
Please print name above
Date: March 25-05

By: _____
Terence Fitzmaurice, Business Manager
By: _____
Michael Marras, Business Rep., Local 27
Date: _____

EXHIBIT A